

# ITEL

## Pullman

January 17, 1990 JAN 23 1990 -12:20 PM

RECORDATION NO. 15880-B FILED 1425

### IteI Rail Corporation

55 Francisco Street  
San Francisco, CA 94133  
(415) 984-4000

(415) 781-1035 Fax

RECORDATION NO. 15880-D FILED 1425

JAN 23 1990 -12:20 PM

Hon. Noreta R. McGee

Secretary

Interstate Commerce Commission

Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

0-023A048

Re: 1) Amendment No. 1 to Lease Agreement  
2) Sublease Agreement  
3) Schedule No. 1 to Sublease Agreement

RECORDATION NO. 15880-E FILED 1425

JAN 23 1990 -12:20 PM

Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

On behalf of IteI Rail Corporation, the above instrument, in three (3) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$45 recordation fee.

Please record the Amendment, Sublease and Schedule No. 1 to Sublease under the Railcar Lease Agreement dated September 14, 1988, between IteI Rail Corporation and The Atchison, Topeka and Santa Fe Railway Company ("ATSF"), which was filed with the ICC on October 17, 1988, under Recordation No. 15880.

The parties to the aforementioned instruments are listed below:

IteI Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

The Atchison, Topeka and Santa Fe Railway Company (Lessee)  
920 Southeast Quincy Street  
Topeka, Kansas 66628

The Amendment removes equipment from the Railcar Lease Agreement for purposes of subleasing such equipment to Plywood Marketing Associates ("PMA"); the Sublease covers terms between ATSF, as sublessor, and PMA, as sublessee; and Schedule No. 1 adds to the Sublease the equipment removed from the Railcar Lease Agreement.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*

Patricia Schumacker  
Legal Assistant

JAN 23 1990 -12 20 PM

**AMENDMENT NO. 1**

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 (the "Amendment") to that Lease Agreement and to Schedule No. 1 of that certain Lease Agreement, both dated as of September 14, 1988, (the "Agreement") between ITEL RAIL CORPORATION, as successor in interest to both ITEL RAIL CORPORATION and ITEL RAILCAR CORPORATION, as lessor ("Lessor"), and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee") is made this 11th day of December, 1989.

**R E C I T A L S:**

- A. Lessor and Lessee are parties to the Agreement pursuant to which railroad equipment has been leased to Lessee by Lessor and under which the parties may agree, in writing, to add additional equipment from time to time.
- B. Lessor and Lessee recognize Itel Rail Corporation as successor in interest to both Itel Rail Corporation and Itel Railcar Corporation.
- C. Lessor and Lessee recognize that the Cars identified on Exhibit A attached hereto are included as equipment leased to Lessee pursuant to the terms of the above-mentioned Agreement and desire to remove such equipment from the above-mentioned Agreement and desire that such equipment be subleased to Lessee from Plywood Marketing Associates, Inc. ("PMA").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Section 1.A. of the Agreement is hereby deleted. The capitalized term "Lessor" shall refer to Itel Rail Corporation, as successor in interest to both Itel Rail Corporation and Itel Railcar Corporation.
- 3. The Cars listed on Exhibit A attached hereto shall be terminated from the Agreement effective on the date of full execution of the Sublease, attached hereto as Exhibit B, between PMA as sublessor and Lessee as sublessee.
- 4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

5. This Amendment may be executed by the parties hereto in multiple counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

**ITEL RAIL CORPORATION**

BY: Robert Kiehl  
TITLE: Vice President - Finance  
DATE: December 11, 1989

**THE ATCHISON, TOPEKA AND SANTA  
FE RAILWAY COMPANY**

BY: W. C. Lyman  
TITLE: AVP & Chief Transportation Officer  
DATE: Nov 17, 1989

# EXHIBIT A

Cars terminated from Schedule No. 1 of the Lease Agreement dated September 14, 1988 between ITEL RAIL CORPORATION as lessor and THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY as lessee effective upon the full execution of the Sublease Agreement between PLYWOOD MARKETING ASSOCIATES, INC. as sublessor and THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY as sublessee.

## Car Reporting Marks and Numbers

USLX 10083	USLX 10181
USLX 10086	USLX 10183
USLX 10092	USLX 10184
USLX 10093	USLX 10185
USLX 10100	USLX 10410
USLX 10105	USLX 10562
USLX 10124	USLX 10588
USLX 10131	USLX 10591
USLX 10137	USLX 10594
USLX 10138	USLX 10692
USLX 10141	USLX 10757
USLX 10146	USLX 10759
USLX 10147	USLX 10761
USLX 10148	USLX 10762
USLX 10150	USLX 10763
USLX 10151	USLX 10764
USLX 10158	USLX 10766
USLX 10159	USLX 10767
USLX 10160	USLX 10768
USLX 10161	USLX 10769
USLX 10162	USLX 10770
USLX 10163	USLX 10771
USLX 10165	USLX 10773
USLX 10176	USLX 10774
USLX 10177	USLX 10776
USLX 10178	USLX 10777

RK  
← USLX 10775  
WCL

**EXHIBIT B**  
**SUBLEASE**

THIS SUBLEASE AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between PLYWOOD MARKETING ASSOCIATES, INC. as sublessor ("Subessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY as sublessee ("Sublessee").

**1. Scope of the Agreement**

- A. Sublessor agrees to lease to Sublessee and Sublessee agrees to sublease from Sublessor, upon the terms and conditions set forth herein and in the Schedule(s) attached hereto, a number of items of equipment bearing the reporting marks and of the type, construction and other description set forth in any Schedules attached hereto and executed by the parties concurrently herewith or hereafter. The word "Schedule" includes the schedules executed herewith and any schedules and amendments which are subsequently executed by both parties. When any such Schedule or amendment is so executed it shall become part of this Agreement. "Cars" shall mean all items of equipment subject to this Agreement and "Car" shall mean an individual item of equipment. The terms and provisions of each Schedule shall control, as to the Cars listed on such Schedule, over any inconsistent or contrary terms and provisions in the body of this Agreement.
- B. Sublessee leases from Itel Rail Corporation ("Itel Rail") a number of items of railroad equipment subject to the Lease Agreement dated as of September 14, 1988, between Itel Rail and Sublessee ("Itel Lease"). Sublessee desires to lease from Sublessor, and Sublessor agrees to lease to Sublessee, the Cars subject to this Agreement on the same terms and conditions as those in the Itel Lease, except as specifically provided otherwise in this Agreement or any Schedule hereto. The parties therefore incorporate the Itel Lease by reference as if fully set forth herein, with the following changes for the purposes of this Agreement:
  - A. All references in the Itel Lease to "Lessor" shall mean Sublessor.
  - B. All references in the Itel Lease to "Agreement" shall mean this Agreement.
  - C. All references in the Itel Lease to "Cars" shall mean "Cars" as defined in Section 1 above and shall not refer

to any railcars leased to Sublessee by Itel Rail Corporation.

2. Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be deemed given when given by telecopy or telex or made in writing, deposited in United States mail, registered or certified, postage prepaid, addressed to:

Sublessor: Plywood Marketing Associates, Inc.  
7409 N. E. Hazel Dell Avenue  
Vancouver, Washington 98665  
Attention: Mrs. Alice Agee  
General Manager

Sublessee: The Atchison, Topeka and Santa Fe  
Railway Company  
80 E. Jackson Street  
Chicago, Illinois 60604  
Attention: General Manager -  
Transportation

or to such other addresses as Sublessor or Sublessee may from time to time designate.

PLYWOOD MARKETING  
ASSOCIATES, INC.

THE ATCHISON, TOPEKA AND  
SANTA FE RAILWAY COMPANY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that such person is \_\_\_\_\_ of Plywood Marketing Associates, Inc. that the foregoing Sublease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that such person is \_\_\_\_\_ of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Sublease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**SCHEDULE NO. 1**

**THIS SCHEDULE NO. 1 ("Schedule") to that certain Sublease Agreement (the "Agreement") dated \_\_\_\_\_, 1989 between PLYWOOD MARKETING ASSOCIATES, INC. as sublessor ("Sublessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY as sublessee ("Sublessee") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 1989 between Sublessor and Sublessee.**

Sublessor and Sublessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 1, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
2. Sublessor hereby subleases the Cars identified in Exhibit A attached hereto to Sublessee subject to the terms and conditions of the Agreement and this Schedule.
3. The term of the Agreement with respect to each Car described in this Schedule shall be deemed to commence upon the full execution of the Agreement and this Schedule and shall expire with respect to all the Cars at the close of business on February 28, 1991 (the "Term").
4. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

**PLYWOOD MARKETING  
ASSOCIATES, INC.**

**THE ATCHISON, TOPEKA  
AND SANTA FE RAILWAY COMPANY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## EXHIBIT A

Exhibit A to Schedule No. 1 to the Sublease Agreement dated as of \_\_\_\_\_, 1989 between PLYWOOD MARKETING ASSOCIATES, INC. as sublessor and THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY as sublessee.

### Car Reporting Marks and Numbers

USLX 10083	USLX 10181
USLX 10086	USLX 10183
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USLX 10158	USLX 10766
USLX 10159	USLX 10767
USLX 10160	USLX 10768
USLX 10161	USLX 10769
USLX 10162	USLX 10770
USLX 10163	USLX 10771
USLX 10165	USLX 10773
USLX 10176	USLX 10774
USLX 10177	USLX 10776
USLX 10178	USLX 10777

USLX 10775 W.C.V

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that such person is \_\_\_\_\_ of Plywood Marketing Associates, Inc. that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that such person is \_\_\_\_\_ of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN FRANCISCO )

On this 11th day of December, 1989, before me personally appeared Robert Kiehle, to me personally known, who being by me duly sworn says that such person is Vice President, Finance of IteI Rail Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan  
Notary Public



STATE OF Kansas )  
 ) ss:  
COUNTY OF Wyandotte )

On this 17 day of November, 1989, before me personally appeared W. C. Lipton, to me personally known, who being by me duly sworn says that such person is Chief Transportation Officer of The Atchison, Topeka and Santa Fe Railway Company that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

W. C. Lipton  
Notary Public  
28 Oct 93